



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MNR, MND, MNSD, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord for a monetary order for compensation under the Act and the tenancy agreement, an order to retain the security deposit in partial satisfaction of the claim and to recover the filing fee for the Application.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

Is the Landlord entitled to monetary compensation from the Tenant?

Background and Evidence

The tenancy began on January 1, 2008, with the parties signing a written tenancy agreement on December 8, 2007. The Tenant paid a deposit of \$387.50 on December 8, 2007.

The Tenant vacated the rental unit on October 31, 2009. At the beginning and end of the tenancy the Landlord performed condition inspection reports in accordance with the Act.

Towards the end of the tenancy the Landlord noticed a strong odour coming from the carpet in the rental unit. The Tenant had stained a portion of the carpet and had attempted to clean the stain by pouring boiling water on it. The stain lessened,

however, the odour remained. The Landlord claims the after effects of the boiling water on the carpet caused the odour.

The Landlord wanted to replace the carpets, however, the Tenant wanted to try cleaning them first. The Landlord had a carpet cleaner clean the carpet and sanitize it. Nevertheless, the carpet remained the same.

The Landlord testified that there had been a small hole in the carpet left by a previous renter, but it was not stained. The Landlord had to replace the carpet, which was about three years old at the end of the tenancy, and asked the Tenant to pay 50% of the replacement costs. The Tenant refused to pay for this.

The Landlord claims the Tenant bent a door handle on a closet. The Landlord also found many areas of the rental unit which had not been cleaned by the Tenant when she vacated. For example, the Tenant left a chicken wishbone on the window sill, chewing gum on a heater and candle wax on a pony wall. The Landlord attempted to resolve the cost of cleaning the unit for \$50.00, though the Tenant refused to agree to pay this and told the Landlord he would have to go to arbitration.

In support of the claim, the Landlord has supplied photographs of the rental unit and receipts and invoices for the costs of cleaning the unit and replacing the carpet.

The Tenant testified she did not send in evidence for the hearing because she was angry with the Landlord. She denied ever having lived in a rental unit as dirty as was claimed by the Landlord. She testified that the smell was only in one bedroom.

Analysis

Based on the affirmed testimony, the evidence and photographs, and a balance of probabilities, I find that the Tenant did not clean the unit or make necessary repairs to the unit, and therefore has breached the tenancy agreement and the Act.

I find the breaches of the Tenant have caused the Landlord to suffer a monetary loss.

Section 67 of the Residential Tenancy Act states:

Without limiting the general authority in section 62(3) [*director's authority*], if damage or loss results from a party not complying with this Act, the regulations or a tenancy agreement, the director may determine the amount of, and order that party to pay, compensation to the other party.

I find that the Landlord has established monetary claims for cleaning the rental unit and I allow **\$90.00** for this and **\$161.75** for carpet cleaning. I allow the Landlord **\$40.00** to replace the handle on the closet door.

As to the carpet replacement, I find that the carpet in the rental unit had a life expectancy of 10 years. The carpet was three years old, and therefore, I find they had depreciated in value by 30%. The cost of replacing the carpet was \$862.30 less 30% or approximately \$258.72, and therefore the value was approximately \$603.68. I order the Tenant to pay the Landlord 50% of this amount, which is **\$301.84**. I also order the Tenant to pay 50% of the installation cost, amounting to **\$218.50**.

I find the Landlord has established a total monetary claim of **\$862.20** comprised of the above described amounts and the \$50.00 fee paid for this application.

I order that the Landlord may keep the deposit and interest of **\$393.70** in partial satisfaction of the claim and I grant the Landlord an order under section 67 for the balance due of **\$468.50**. This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: April 19, 2010.

Dispute Resolution Officer